

Urbana

Teamsters #238 (Public Works)

7/1/2006 6/30/2007

**MASTER CONTRACT**

**BETWEEN**

**CITY OF URBANA**

**AND**

**TEAMSTERS LOCAL NO. 238**

**JULY 1, 2006 - JUNE 30, 2007**

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## **ARTICLE 1**

### **RECOGNITION**

- 1.1 This agreement made and entered into by and between the City of Urbana, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" or its successors.
- 1.2 The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case #7126 those employees as listed: All full-time and part-time employees in the Urbana Public Works Department. Excluded: Casual and seasonal employees.

## **ARTICLE 2**

### **UNION RIGHTS AND RESPONSIBILITIES**

- 2.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit;
- a. that it will cooperate with the Employer and support its efforts;
  - b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
  - c. that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union and the public.

## ARTICLE 3

### DUES DEDUCTION

- 3.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions.

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the City agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

- 3.2 The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.
- 3.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

## **ARTICLE 4**

### **NO STRIKE**

- 4.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 4.2 No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize ratify, or participate in a strike against the City.
- 4.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee.
  - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.
  - b. The Union shall, upon notice from the City, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- 4.4 The foregoing is in addition to any other rights and remedies provided by law.

## ARTICLE 5

### PROBATIONARY PERIOD

- 5.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for public works shall be six (6) months.
  - b. Probationary employees may be terminated by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
  - c. Permanent employee who vacates his/her position to accept a promotional appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.
  - d. Upon completion of the probationary period, seniority shall be from the original date of hire.



## ARTICLE 6

### EMPLOYEE HOURS

- 6.1 Whenever possible and except as otherwise determined by the employer, each employee shall receive a one (1/2) hour non-paid lunch period during a eight and one half (8 1/2) hour day.
- 6.2 During each shift employees may be scheduled on the job two (2) fifteen (15) minute rest periods, one during the first half of each shift and one during the second half of each shift.
- 6.3 Normal work hours shall be 7:30 A.M. to 4:00 P.M. Employees shall be paid (1 ½) times their normal hourly rate for any hours worked above 8 in a day or 40 in a week. Employees may choose compensatory time in lieu of overtime pay. Employees shall be allowed to accumulate up to 40 hours of compensatory time. Such compensatory time shall be used by each June 30<sup>th</sup>, or be paid out to the employee.
- 6.4 The employer agrees not to hire part time help without negotiating language concerning such employees with the union.

## ARTICLE 7

### VACATIONS

- 7.1 Only regular full-time employees shall be entitled to vacation time with pay as follows:
- |   |                   |
|---|-------------------|
| One to four (4) years of service .....                      | 10 days           |
| After five (5) thru thirteen (13) years of service.....     | 15 days each year |
| After fourteen (14) thru nineteen (19) years of service.... | 20 days each year |
| Over twenty (20) years of service.....                      | 25 days each year |
- 7.2 New employees are not entitled to vacation until completing one (1) year of service.
- 7.3 All vacation time shall be used within the year from the employee's anniversary date and shall be non-accumulative except under extenuating circumstances approved by the council. Application for vacation and personal days shall be submitted in writing and approved by the Mayor or Mayor Pro Tem.
- 7.4 If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation, or dismissal.
- 7.5 Vacation pay will be at the employee's normal hourly wage for the hours for which he/she would have been regularly scheduled to work.

## **ARTICLE 8**

### **HOLIDAYS**

**8.1 Legal Holidays observed are:**

New Years Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Good Friday	Day Before Christmas
July 4 <sup>th</sup>	Christmas Day
Labor Day	
Three Personal Days	

**8.2** The holiday will be observed on the preceding Friday, if the holiday occurs on Saturday, and on Monday where the holiday occurs on a Sunday. Employees will be paid eight (8) hours of straight time at their regular rate of pay for holidays.

**8.3** When an employee works on an observed holiday, they shall be paid time and one half (1 ½) the employee's straight time for all hours worked, plus the eight (8) hours holiday pay at the straight time rate.

**8.4** Only regular full time employees are eligible for the above mentioned holidays.

## **ARTICLE 9**

### **INSURANCE**

- 9.1 The city shall provide and pay the full cost for a Blue Cross Blue Access BH8X25 health insurance plan for each employee .
- 9.2 There shall be no change in the insurance plan without the approval of the union.

## ARTICLE 10

### SALARIES – WAGES

- 10.1 Wage schedule is included in Appendix A
- 10.2 When an employee is called back to work after the regular shift ends or before the shift begins, the employee shall be paid a minimum of two (2) hours of pay at the employee's 1 ½ rate of pay.
- 10.3 The City shall compensate an employee at the IRS rate per mile when the employee is required to provide their own transportation in order to perform their job function and the Mayor has authorized the use of a personal vehicle.
- 10.4 The City shall provide a maximum of two hundred dollars (\$200) per year for uniforms and other clothing that is job related (shoes and boots).
- 10.5 Travel and Training Expense:

#### Out of town travel:

Travel time to an out-of-town destination counts as work time to the extent that travel time is within an employee's normal working day whether or not the travel occurs during normal working hours, or on an otherwise regular day off. Normal home to work travel time, mealtime, and sleep time do not count as work time during travel.

#### Training:

- 1. Travel time in connection with attending a lecture, meeting, training, and other similar activities is counted as work time if:
  - a: The time in attendance is counted as work time, and
  - b: The employee qualifies under the out-of-town travel time policy Above.
- 2. It is immaterial whether the employee request to attend or is required to attend.
- 3. Attending a lecture, meeting, training, or other similar activities will not be counted as work time if any of the following criteria are met:
  - a. Attendance is voluntary. Attendance is not considered voluntary If required by the employer of fulfills work-related licensure or Certification requirements.
  - b. The activity is not directly related to the employee's job.

## **ARTICLE 11**

### **SENIORITY**

- 11.1 Seniority shall be defined as continuous length of full-time service to the City of Urbana.
- 11.2 An employee shall forfeit his/her seniority rights when he/she resigns, is terminated and is not reinstated, or retires.

## **ARTICLE 12**

### **STAFF REDUCTION**

- 12.1 When the City determines it necessary to reduce the work force, the employees with the least seniority within each department shall be laid off first if the remaining employees can qualify to do the work as determined by the City. When recalling employees they shall be recalled according to seniority to the department which the employee was laid off, if they are qualified for the positions to be filled.
  - a. In the event of a lay off, an employee so laid off shall be given ten (10) day's notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.
  - b. All employees on lay off status shall retain their recall rights for a period of one (1) year from the date of notice of lay off.

**ARTICLE 13**  
**PAID LEAVES OF ABSENCE**

**13.1 Sick Leave**

- a. Each regular employee shall earn sick leave at the rate of one (1) work day for each completed month of service. Sick leave will be allowed to accrue as long as the employee is employed, up to a maximum of 120 days.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, family illness, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness. Any absence of three (3) days or more will require a doctors confirmation.
- c. When an employee is injured from a duty related injury and is eligible for worker's compensation coverage, the difference between the amount paid by worker's compensation and the basic compensation rate of the employee shall be deducted from the employee's sick leave accumulation. Sick leave shall only be deducted on a prorated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.

**13.2 Military Leave**

Leave of absence shall be granted for any period of active state or federal military service. Benefits for such leave shall comply with current applicable federal and state statutes.

**13.3 Funeral Leave**

A leave of absence of five (5) days will be granted for the death of an employees Immediate family. Immediate family shall include the following relatives, spouse, Son, daughter, sister, brother, father, mother. A leave of three (3) days will be Granted for the death of parent of spouse, son in law, daughter in law, brother In law, sister in law, grandparent, grandchild, nephew, niece, aunt, uncle, employee step Parent, spouses step parent, employee step child.

## ARTICLE 14 GRIEVANCE PROCEDURE

### 14.1 Section 1. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### 14.2 Section 2. Purpose and Procedure

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.
- f. At all steps of a grievance the Employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

### 14.3 Section 3. First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Mayor. If requested by the



allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

14.4 Section 4. Second Step

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the Mayor within seven (7) calendar days after the informal conference with the Mayor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the Mayor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative.
- c. The Mayor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the Mayor and the aggrieved.

14.5 Third Step

- a. If the grievance is not resolved satisfactorily in Step Two, there shall be available a third step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) calendar days after said notice is given. If the two (2) parties within fail to reach agreement on an arbitrator within seven (7) calendar days, the Federal Mediation and Conciliation Service or the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the

contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representatives(s).

## **Article 15 Discipline**

### **Section 15.1**

The city will discipline for just cause only. Discipline will be one or more of the following forms:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension
- (d) demotion, or
- (e) discharge

### **Section 15.2**

Notices of suspension, demotion and/or dismissal shall be in written form.

### **Section 15.3**

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employees personnel file shall be read and acknowledged by signature of the employee. Such signature does not imply an admission of guilt. The employee will receive a copy of such reprimand and/or notices.

### **Section 15.4**

An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a steward or a member of the union present during the questioning. It will be the responsibility of the employee to make the request for a representative during questioning.

#### **Section 15.5**

To the extent permitted by law, personnel files will be considered "confidential". access to members' personnel files kept In the City Clerk's Office will be controlled on the basis of legitimate "need to know". Access of the personnel files will be limited to personnel in the city clerk's office. Employees may examine their own Individual personnel files at reasonable times under direct supervision of the city clerk or Mayor.

#### **Section 15.6**

Written reprimands shall remain in effect for a period not to exceed twelve (12) months from the date of said reprimand. Suspensions shall remain in effect for a period not to exceed two years from date of suspension. All written disciplinary actions no longer in effect shall be removed from employee's personal file on their expiration date.

### **ARTICLE 16 STEWARDS**

16.1 The employer recognizes the right of the union to designate a steward of the union. The union will provide the employer a list of such steward and any changes

### **ARTICLE 17 JURY DUTY**

17.1 An employee required to serve on jury duty shall receive his regular wages not to exceed eight (8) hours per day or forty (40) hours per week. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

## ARTICLE 18

### COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

#### 18.1 Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. The parties shall bargain to replace any clause deleted to the extent that it dealt with a mandatory matter under Section 20.9 of the Code of Iowa.

#### 18.2 Finality and Effect of Agreement

- a. This Agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

18.3 Duration Period.

- a. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2007.
- b. This Agreement is executed and agreed upon this 1 day of March, 2006.

THE CITY OF URBANA, IOWA

Charles W. Eldred  
Mayor

Shirley J. Henry  
City Clerk

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 238

Dary Lunken  
Secretary-Treasurer

James Tuecke  
Business Representative

## Appendix A

### FY 07 Bargaining

Grade	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
2		\$9.81	\$10.06	\$10.31	\$10.56	\$10.81	\$11.06	\$11.31	\$11.56	\$11.81	\$12.06	\$12.31	\$12.56	\$12.81
3		\$12.91	\$13.16	\$13.41	\$13.66	\$13.91	\$14.16	\$14.41	\$14.66	\$14.91	\$15.16	\$15.41	\$15.66	\$15.91
5		\$19.02	\$19.28	\$19.53	\$19.79	\$20.05	\$20.31	\$20.57	\$20.83	\$21.08	\$21.34	\$21.60	\$21.86	\$22.12

Effective July 1, 2006 the wage rates for current employees shall be as follows:

#### Director Grade

5	Step	7
		\$20.57

#### Assistant Director

3	Step	2
		\$13.16

#### Maintenance

2	Step	6
		\$11.06

Any newly hired employees may be hired up to step 5 in the step process, depending on qualifications.